

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: Tadd E Gilleo

Debtor(s)

CHAPTER 13

U.S. BANK NATIONAL ASSOCIATION, NOT IN ITS  
INDIVIDUAL CAPACITY BUT SOLELY AS  
TRUSTEE FOR MERRILL LYNCH FIRST  
FRANKLIN MORTGAGE LOAN TRUST,  
MORTGAGE LOAN ASSET-BACKED  
CERTIFICATES, SERIES 2007-2

Movant

NO. 23-11424 AMC

vs.

Tadd E Gilleo

Debtor(s)

11 U.S.C. Section 362

KENNETH E. WEST ESQUIRE

Trustee

**MOTION OF U.S. BANK NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL  
CAPACITY BUT SOLELY AS TRUSTEE FOR MERRILL LYNCH FIRST FRANKLIN  
MORTGAGE LOAN TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES,  
SERIES 2007-2  
FOR RELIEF FROM THE AUTOMATIC STAY  
UNDER SECTION 362**

1. Movant is U.S. BANK NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR MERRILL LYNCH FIRST FRANKLIN MORTGAGE LOAN TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2007-2.

2. Debtor(s) is/are the owner(s) of the premises 15 Dogwood Drive, Levittown, PA 19055, hereinafter referred to as the mortgaged premises.

3. Movant is the holder of a mortgage, original principal amount of \$195,000.00 on the mortgaged premises that was executed on December 27, 2006. The mortgage has been assigned as follows: Assigned to U.S. Bank National Association, not in its individual capacity but solely as Trustee for MERRILL LYNCH FIRST FRANKLIN MORTGAGE LOAN TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2007-2 on June 9, 2020, recorded on July 24, 2020 in Bucks County, Instrument Number 2020047757.

4. KENNETH E. WEST ESQ. is the Trustee appointed by the Court.

5. The commencement and/or continuation of the mortgage foreclosure proceedings by reason of non-payment of monthly mortgage payments were stayed by the filing of a Chapter 13 Petition in Bankruptcy by the Debtor(s).

6. Debtor(s) has/have failed to make the monthly post-petition mortgage payments in the amount of \$1,306.52 for the months of August 2023 through October 2023, with a suspense balance of \$368.48.

7. In addition to the other amounts due to Movant reflected in this Motion, as of the date hereof, in connection with seeking the relief requested in this Motion, Movant has also incurred legal fees and legal costs. Movant reserves all rights to seek an award or allowance of such fees and expenses in accordance with applicable loan documents and related agreements, the Bankruptcy Code and otherwise applicable law.

8. The total amount necessary to reinstate the loan post-petition is \$3,551.08 (plus attorney's fees & costs).

9. The total amount necessary to pay off the loan as of October 3, 2023, is \$315,039.19.

10. Movant is entitled to relief from stay for cause.

11. This motion and the averments contained therein do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this motion, including fees and costs, due under the terms of the mortgage and applicable law.

WHEREFORE, Movant prays that an Order be entered modifying the Stay and permitting Movant to proceed with its mortgage foreclosure on the mortgaged premises, and to allow the Sheriff's Grantee to take any legal action to enforce its right to possession of the mortgage premises. Further, Movant prays that an Order be entered awarding Movant the costs of this suit, reasonable attorney's fees in accordance with the mortgage document and current law together with interest.

/s/ Mark A. Cronin

Mark A. Cronin Esquire  
KML Law Group, P.C.

701 Market Street, Suite 5000  
Philadelphia, PA 19106-1532

Phone: (215) 627-1322 Fax: (215) 627-7734  
Attorneys for Movant/Applicant